Wallace International of Puerto Rico, Inc. and International Silver of Puerto Rico, Inc. *and* Congreso de Uniones Industriales de Puerto Rico. Case 24–CA–6664[1]

September 22, 1994

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS STEPHENS AND BROWNING

On March 31, 1994, Adminstrative Law Judge Russell M. King Jr. issued the attached decision. The Respondent filed exceptions[2] and a supporting brief, and the General Counsel filed an answering brief and motion to strike the Respondent's exceptions and brief. The Respondent filed a reply to the General Counsel's answering brief and an opposition to the General Counsel's motion to strike.[3]

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[4] and conclusions and to adopt the recommended Order as modified.[5]

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, Wallace International of Puerto Rico, Inc., and International Silver of Puerto Rico, Inc., San German, Puerto Rico, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Insert the following as paragraph 1(e).

''(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.''

2. Delete the last paragraph of the judge's recommended Order which sets aside the election in Case 24–RC–7529 and mandates that a new election be held.

Jorge A. Ramos, Esq., for the General Counsel.
Pedro Pumarada, Esq. and *Yldeponso Lopez Morales, Esq. (Fiddler, Gonzalez & Rodriguez)*, of San Juan, Puerto Rico, for the Respondent.
Jose A. Aneses Pena, Esq., of San Juan, Puerto Rico, for the Charging Party.

DECISION

STATEMENT OF THE CASE

RUSSELL M. KING JR., Administrative Law Judge. These consolidated cases were heard by me in San Juan, Puerto Rico, on August 23–26, 1993. The charge in Case 24–CA–6664 was filed by Congreso de Uniones Industriales De Puerto Rico (the Union) on January 12, 1993.[1] An amended charge was filed by the Union on February 26. Based upon this charge, a complaint was issued on February 26 by the Regional Director for Region 24 of the National Labor Relations Board (the Board), on behalf of the Board's General Counsel.[2] The complaint alleges that in December Wallace International of Puerto Rico, Inc. and International Silver of Puerto Rico, Inc. (the Respondent) violated Section 8(a)(1) of the National Labor Relations Act (the Act) by various threats to employees and other improper actions if the employees continued to support the Union in its organizational campaign.[3] On December 21, the Union filed its representa-

[1] This case was consolidated for hearing with Case 24–RC–7529. On May 11, 1994, the Board granted the Union's motion to withdraw objections filed in Case 24–RC–7529, and severed the representation case from the present case.

[2] No exceptions were filed to the judge's dismissal of the Respondent's alleged threat of transfer of its operations or to the judge's recommendations that objections relating to the alleged removal of a lunch van onto the Respondent's premises, improper electioneering, and election day threats of discharge and transfer of operations be overruled. As noted above, the objections were withdrawn by the Union.

[3] In his motion to strike the Respondent's exceptions and brief in support, the General Counsel contends that the Respondent failed to comply with Sec. 102.46(b)(1) of the Board's Rules and Regulations. The motion is denied as we find that the Respondent's exceptions sufficiently comply with the Board's Rules and Regulations.

[4] The Respondent has excepted to some of the judge's credibility findings. The Board's established policy is not to overrule an administrative law judge's credibility resolutions unless the clear preponderance of all the relevant evidence convinces us that they are incorrect. *Standard Dry Wall Products*, 91 NLRB 544 (1950), enfd. 188 F.2d 362 (3d Cir. 1951). We have carefully examined the record and find no basis for reversing the findings. In addition, the Respondent, in its reply brief, contends that some of the judge's credibility findings demonstrate bias. On careful examination of the judge's decision and the entire record, we are satisfied that the contention is without merit.

We correct the judge's misspelling of employee Luis Almodovar's name.

[5] In his decision, the judge recommended that the election conducted on February 24, 1993, in consolidated Case 24–RC–7529 be set aside and a new election held. In light of the severance of Case 24–RC–7529, we shall delete that portion of the recommended Order. We shall also modify the judge's recommended Order to add a narrow cease-and-desist order which the judge inadvertently failed to include.

[1] Hereafter, all dates in November and December are in 1992 and all dates in January and thereafter are in 1993, unless otherwise indicated.

[2] The term ''General Counsel,'' when used herein, will normally refer to the attorney in the case acting on behalf of the General Counsel of the Board, through the Regional Director.

[3] The pertinent parts of the Act (29 U.S.C. 151 § et seq.), covering all alleged violations in these consolidated cases, read as follows:

> Sec. 8(a). It shall be a unfair labor practice for an employer(1) to interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Sec. 7.
>
> . . . .
>
> Sec. 7. Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

tion petition (Case 24–RC–7529), and on February 24 a Board-conducted election was held at the Respondent's plant, which the Union lost.[4] On March 2, the Union filed timely objections to the conduct affecting the results of the election, listing 11 specific allegations. After an investigation, the Regional Director issued her report and recommendation on objections on June 11, finding that certain objections (or portions thereof) were covered in the complaint, that other objections may have individual merit, and yet others had no merit because of lack of evidence. No exceptions were taken to the Regional Director's report and recommendation on objections, which also consolidated the remaining objections (Case 24–RC–7529) with the allegations in the complaint (Case 24–CA–6664) for a hearing.

The issues to be determined in this case are as follows[5]

1. Whether Plant Supervisor Roberto Oliveras, on December 12, created an impression among its employees that their union activities were under surveillance. (Complaint, par. 6(a), Objection 3.)

2. Whether Oliveras, on December 12, threatened employees with unspecified reprisals and discharge because of their union support and activities. (Complaint, par. 6(b), Objections 1 and 4.)

3. Whether Oliveras, on December 12, promised employees a wage increase to induce them to refrain from engaging in union activities. (Complaint, par. 6(c), Objection 2.)

4. Whether Oliveras, on December 14, offered a better paying job to employees in order to induce them to refrain from engaging in union activities. (Complaint, par. 6(d), Objection 8.)

5. Whether Plant Personnel Director Magaly Cruz, on December 22, threatened employees with transfer of its operations outside of Puerto Rico if they selected the Union as their bargaining representative. (Complaint, par. 6(e), Objection 1.)

6. Whether the Respondent, in February, caused a commercial lunch van to be moved inside its premises in order to limit the employees access to or contact by the Union's representatives. (Objection 5.)

7. Whether the Respondent and its security guards, during the Board-conducted election (on February 24) engaged in improper electioneering near the line of employees waiting to vote. (Objection 11.)

8. Whether the Respondent, on February 24, threatened employees with discharge, and transfer of its operations outside of Puerto Rico to induce them to refrain from supporting or voting for the Union. (Objection 1.)

Upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs filed herein by the General Counsel, counsel for the Union, and counsel for the Respondent, I make the following

FINDINGS OF FACT

I. JURISDICTION

As alleged and admitted in the pleadings filed herein, Respondent Wallace International de Puerto Rico, Inc. and Respondent International Silver de Puerto Rico, Inc. have been and are affiliated business enterprises with common officers, ownership, directors, management, and supervision, and have formulated and administered a common labor policy. Both have shared common premises and facilities, have provided services for and made sales to each other, have interchanged personnel with each other, and have held themselves out to the public as a single-integrated business enterprise. Thus I find that both Respondents (the Respondent) constitute a single employer within the meaning of the Act. At all times material herein, the Respondent has been engaged in the manufacturing of flatware (silver) in its facility located at San German, Puerto Rico. In the course and conduct of these business operations, and during the 12-month period immediately preceding the issuance of the complaint herein, the Respondent purchased and received goods and products valued in excess of $50,000 directly from suppliers located outside the Commonwealth of Puerto Rico. Thus I find, as also admitted, that the Respondent has been at all times material herein, an employer engaged in commerce in a business affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION

I further find, as admitted herein, that the Union is, and has been at all times material herein, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *Brief History*

In late November, employee Louis Almodovar contacted Union Attorney Arturo Figueroa to obtain information about how to organize a union at Respondent's facility. Almodovar received instructions from Figueroa and union authorization cards to be handed out and signed by Almodovar's fellow workers. Almodovar began these activities at the Respondent's plant on December 1, and employee Alexis Rivera helped Almodovar to distribute cards. The Respondent's human resource director, Magly Cruze, testified that she sent out handouts about the union organization campaign on December 11. On December 21 the Union filed its representation petition with the Board, and a copy was also received by the Respondent on that date. The union campaign ended in a Board-conducted election on February 24. The unfair labor practices in this case run from December 12 to the date of the election, February 24. All of the employees testifying in this case were current employees of the Respondent, and worked for Respondent at least several years.

[4] The unit involved included all production and maintenance employees of the machine shop, finish, making, maintenance and quality department employees, drivers, mechanics, electricians, welders, production inventory clerks, expediters, and warehouse employees, but excluding all other employees, office officials, administrative and managerial employees, guards, and supervisors as defined by the Act.

[5] There is considerable testimony in this case regarding a speech given by one Joseph Rodriguez on behalf of the Respondent in December or January. However, nothing regarding that speech is the subject of any allegation in the complaint or in the objections filed by the Union.

B. *The Initial December 12 Allegations Against Plant Supervisor Oliveras (Issues 1 and 2)*

Paragraph 6(a) of the complaint and Objection 3 allege that on December 12, Plant Supervisor Roberto Oliveras created an impression among Respondent's employees that their union activities were under surveillance. Paragraph 6(b) of the complaint and Objections 1 and 4 allege that on December 12, Oliveras threatened employees with unspecified reprisals and discharge because of their union support and activities. These allegations are based solely upon the testimony of employee Alexis Rivera, who had worked for the Respondent for 6 years as a machinist, and whose supervisor was Oliveras. Rivera testified that about 10 a.m. on December 12, Oliveras took him to the cafeteria and stated that he knew that employee Luis Ramos and other fellow workers were organizing a union. According to Rivera, Oliveras then told him that management already knew about the Union and was inquiring about the person who had distributed cards, and who was in support of the Union, adding that the Respondent was going to take reprisals against them that would even entail their dismissal. Plant Supervisor Oliveras denied making these remarks to Rivera. There were no other witnesses to this conversation. In this case, I credit the testimony of employee Rivera over that of Plant Supervisor Oliveras. In fact, I discredit virtually all of the denials of Oliveras in this case. Oliveras could speak and understand some English, but his answers to questions put to him during his testimony came only after the complete translation, and then in rapid fire replies without absolutely no emotion and no eye contact with any person in the courtroom, much less me or the attorney submitting the questions. His ''did no wrong'' attitude, together with his overall testimonial demeanor lead me to conclude that his testimony not only lacked reflection, but was completely untruthful. I thus find that the allegations contained in issues 1 and 2 were proven by the testimony of Rivera, and that they were violative of Section 8(a)(1) of the Act as alleged in paragraphs 6(a) and (b) of the complaint.[6]

C. *Oliveras' December 12 Promise of a Wage Increase (Issue 3)*

Paragraph 6(c) of the complaint (and Objection 2) alleges that Oliveras, in December, offered a better paying job to employees to induce them to refrain from engaging in union activities.

Employee Louis Almodovar was a ''polisher'' and was supervised by Oliveras. He had worked at Wallace for 8 years. Almodovar was the primary union organizer and testified that on or about December 12 Oliveras approached him about 1 p.m. and asked him if it was true that he was involved in union matters. According to Almodovar he replied that he knew nothing about ''union things,'' to which Oliveras replied ''you must be crazy because I'm looking for a salary increase for you.'' Almodovar had asked Oliveras for a wage increase for as early as July 1992, but no increase had been received.[7] Oliveras denied the conversation with Almodovar regarding any wage increase on December 12.

I credit the testimony of Almodovar over that of Oliveras and find that Oliveras did extend to Almodovar the possibility of a wage increase in order to induce him to refrain from engaging in any union support. Thus I find a violation of Section 8(a)(1) of the Act as alleged in paragraph 6(c) of the complaint.[8]

D. *Oliveras' December 14 Offer of a Better Paying Job (Issue 4)*

Paragraph 6(d) of the complaint (and Objection 8) alleges that on December 14 Oliveras offered a better paying job to employees in order to induce them to refrain from engaging in union activities. Employee Jose Ayala had worked for Wallace for 8 years, and was an operator in the dye room. Sometime in November, Ayala sustained an injury and was out on disability until January 13. Ayala testified that on December 14 he went to the plant to collect his check whereupon Oliveras asked him if it was true what they were saying about the Union. Ayala replied that he did not know about the Union because he had been out, and Oliveras then stated that he hoped that Ayala was not in the union movement because it was not good, indicating that he was going to make Ayala the helper of Pedro Ramos and get him an increase of 50 to 75 cents. Ayala replied that he wanted $1.50 because he had been with the Company for 8 years. According to Ayala, after this conversation with Oliveras, employee Almodovar approached him and gave him a union authorization card, and Ayala complained to Almodovar about what Oliveras had told him to which Almodovar replied that he could submit charges because of the statements made by Oliveras. In his testimony Oliveras denied making any of the statements to Ayala on December 14, more specifically Oliveras denied that he ever offered a better paying job to Ayala. Consistent with earlier findings, I credit Ayala's testimony and discredit Oliveras' denials, and I thus find that Oliveras' offer of a better paying job to Ayala on December 14 was made in order to induce Ayala to refrain from union

[6] Employee Luis Ramos testified that he signed a union authorization card on December 9, and while he had the card in his pocket, Oliveras approached him in the machine shop and told him to be careful because management had heard that some individuals were trying to bring a union into the Company and that those who were involved in the Union were going to be fired. Ramos also testified that Oliveras singled him and employee Rivera out as leaders of the union movement. In his posthearing brief, the General Counsel moved to amend the complaint to allege these remarks made to Ramos by Oliveras on December 9 as an additional violation of Sec. 8(a)(1) of the Act, indicating that these remarks were fully litigated during the hearing. In my opinion, this motion comes too late. The proper time for the same would have been after the testimony and during the hearing, or at the end of the hearing but before the close of the record in this case. Thus, the General Counsel's motion is hereby denied.

[7] The evidence reflects that Almodovar did receive an annual wage increase at the end of the year, as did other employees. However, from the facts and circumstances in the case, it appears that Oliveras and Almodovar were speaking in terms of an additional increase or ''raise,'' as opposed to the normal yearly wage increase, after annual evaluations.

[8] Throughout the case, Oliveras steadfastly denied that he knew anything about the union organizing campaign until December 15, notwithstanding the testimony of Human Resource Director Cruze that she found out about the campaign on December 11. I discredit the claims of Oliveras here, as I do virtually all of his other testimony in this case.

support, and a violation of Section 8(a)(1) of the Act as alleged in paragraph 6(b) of the complaint.[9]

E. *The December 22 Threat by Cruze to Transfer Operations Outside of Puerto Rico (Issue 5)*

Paragraph 6(e) of the complaint (and a portion of Objection 1) alleges that Human Resource Director Magly Cruze, on December 22, threatened employees with transfer of its operations outside Puerto Rico if they selected the Union as their bargaining representative. Employee Louis Almodovar testified that on December 22 he went to Cruze's office in order to obtain money for the purchase of safety shoes.[10] According to Almodovar, Cruze at that time, and in her office, told him that the Respondent's owner would take the plant to Santo Domingo if the Union came in. Almodovar further testified that when he left Cruze's office he told employee Nester Bartolome what Cruze had said.[11] In her testimony, Cruze denied ever talking to Almodovar on December 22, but indicated that she did see Almodovar on January 11 regarding a check for shoes. The voucher for the shoes was admitted into evidence and bears the date January 11. A check for $30, dated January 22 and payable to Almodovar was also admitted into evidence. I have generally credited the testimony of Almodovar in this case. Cruze also was admittedly a good witness, appeared competent and honest, and I generally credit her testimony in the case. It is difficult to resolve two conflicting accounts, and Cruze testified that when she received the check, she personally delivered it to Almodovar. Thus, to conclude that Almodovar got his dates mixed up would be speculation, but I am convinced that, as Cruze testified, she did not talk to Almodovar on December 22. Although I do not find that Almodovar purposely lied about the incident which he claims occurred on December 22 with Cruze, I find that no such incident occurred on that date and that thus there is insufficient evidence to support the alleged violation. I shall recommend that the alleged threat to move operations outside of Puerto Rico as contained in paragraph 6(e) of the complaint, and the appropriate portion of Objection 1, be dismissed.

[9] Ayala testified that he returned to work January 13 and prior to punching in, he made a comment to other employees that they should continue unionizing because the Union was the strength. According to Ayala, Oliveras overheard his comment and told him not to campaign during working hours. Later that day, Ayala was given a written warning for his comments or statements about the Union made, allegedly, during working hours. Ayala refused to sign the warning maintaining that the comment was made on his own free time. This incident was not the subject of an allegation in the complaint or in the objections filed by the Union. In its posthearing brief, counsel for Respondent strongly questions Ayala's credibility, citing his mixup on dates during his testimony, the fact that he stated that he was a high school graduate (when in fact he was educated only through the sixth grade), and an inconsistency between his testimony and a Board investigative affidavit. Ayala had worked for the Respondent some 8 years, and apparently was at least an acceptable employee. During his testimony, it became apparent that Ayala could barely read. He was obviously embarassed because of this, and because of his lack of education. Without reservation, I credit his testimony.

[10] At this time, Cruze wore several hats. She was chief of security, human resources, and manager of health and occupational safety.

[11] Bartolome did not testify in the case.

F. *Removal of Lunch Van Onto Respondent's Premises (Issue 6)*

The Union's Objection 5 alleges that the Respondent, ''around February,'' caused a commercial lunch van to be moved inside its premises in order to limit the employees access to or contact by the Union's representatives. If the Respondent's motives were in fact shown to be as alleged, the Respondent's actions in this regard would be a violation of Section 8(a)(1) of the Act. This is no dispute in this case that the Respondent caused the lunch van to be moved inside of the Respondent's property. It had been the custom of many employees to go outside to the lunch van and purchase their noon meal at the plant. When the campaign started, various union officials would meet with the employees at the van to discuss the advantages of the Union. The Union's president would also give speeches over loudspeakers from a white van parked near the lunch van and, according to Personnel Director Magly Cruze, many employees and neighbors complained of the noise. However, the Respondent asserts that the primary reason for having the lunch van moved was for security reasons. The unrebutted testimony of Personnel Director Magly Cruze indicates that in early February, the Respondent received telephone bomb threats ''repeatedly,'' as well as personal threats to Cruze herself and another official of the Respondent. Further, the vehicle of an employee who was against the Union was vandalized. These events were the subject of a memorandum to the employees, informing them of the events themselves, and ensuring the employees that the plant would remain a safe and healthy place to work. Additionally, these events were reported to the police, who commenced an investigation over the matter.[12] Similar incidents had also occurred at another business location 15 minutes away, where the Union was also conducting another organizational campaign. Thus, Cruze testified that the lunch van was asked to move inside the plant premises, which was surrounded by a chain link fence to a ''secure place'' and ''for security reasons.'' There is no evidence in the case that employees were prevented from speaking to union officials during their lunchhour by leaving the plant premises or by speaking to union officials through the chain link fence. This is also no evidence in this case to indicate that the Respondent interferred with union officials in contacting employees before or after work.[13] In fact, several union meetings were held after working hours. Whatever the Respondent's motives were for accomplishing the removal of the lunch van inside the plant premises, for noise or security reasons, or otherwise, I find that the Respondent was not in any manner motivated to take such action in order to limit or prevent the access of their employees to the union representatives. I thus shall recommend that Objection 5 be dismissed.

G. *The Alleged Improper Electioneering (Issue 7)*

Union Objection 11 alleges that the Respondent and its security guards, during the Board-conducted election on February 24, engaged in improper electioneering near the line of employees waiting to vote. If such were the case, such activity would be in violation of Section 8(a)(1) of the Act. Be-

[12] Both the memorandum to the employees and the initial police report were admitted into evidence.

[13] One such meeting was held on December 12, during which the threats of Oliveras earlier that day were discussed.

cause of the threats and surrounding events as described earlier, the Respondent virtually doubled its security staff up until the election was over. Employee Luis Ramos testified that on the day of the election their were ''a lot of security guards and all that,'' and one of the guards that was ''near the line'' was not in uniform. Employee Alexis Rivera testified that while he was waiting in line to vote in the election, a security guard in civilian clothes was talking to other employees that were at the end of the line. According to Rivera, a ''gentleman'' told him that he could not be there, but the security guard remained where he was, and the agent from the Board approached him again and ''pushed him by the shoulder,'' again telling him ''where he had to go.'' Employee Jose Ayala was a union observer at the election. Ayala testified that during the voting, a Board official ''spoke strongly'' to someone who was not a company employee, but was ''close to where the voters were.'' Ayala added that the Board official ''had to walk over and touch him on the shoulder and tell him that he had to leave.'' Employee Armando Ayala testified that while he was in line waiting to vote in the election, ''somebody from security'' was in the passageway where the employees were waiting to vote, and someone from the Board went to that person and told him that he had to step outside. Ayala added that the security guard ''stayed a while, then he left.'' There is no evidence or testimony in the case regarding what the security guard said to any employee in line.

From the foregoing testimony, and from the record, I cannot conclude that the security guard engaged in improper electioneering during the voting. In my opinion, at best there is only scant evidence of the possibility of improper electioneering, and I thus shall recommend that Objection 11 be dismissed.

H. *The Election Day Threats of Discharge and Transfer of Operations (Issue 8)*

The Union's Objection 1 alleges in part that on February 24 (the day of the election) the Respondent threatened employees with discharge and transfer of its operation outside of Puerto Rico in order to induce them to refrain from supporting or voting for the Union. In this case, there is absolutely no evidence in the record that any such threats were made on the date of the election. There is, however, a good bit of evidence that the Respondent's president, Lenny Florence, addressed the employees at a meeting 2 days prior to the election. During their testimony, several employees made reference to the speech of Florence, who himself did not testify in the case. Employee Louis Almodovar testified that Florence spoke to the employees ''two or three'' days before the election, adding that the speech was given in English by Florence, with a translator present. Almodovar indicated that he was in the back of the room and there was so much ''murmuring'' going on that he was unable to hear what was being said. Employee Luis Ramos testified that Florence stated that in spite of rising costs in shipping and other costs, they were able to keep the plant in Puerto Rico, rather than moving it to Mexico or to Costa Rica. Ramos added that because of Florence's ''tone of voice,'' he felt ''intimidated.'' Ramos also testified that the translator was not translating what Florence was actually saying and was using some of her own words.[14] Ramos further indicated that at the end of Florence's speech, he stated ''through the translator'' that he expected everyone ''to vote no.'' Ramos conceded that Florence did state that he was pleased with the operation in Puerto Rico, and that the Respondent was going to try to bring in an additional operation involving processing. Merle Randolph was the chief financial officer for Syretch, the owner of Wallace International. Randolph was also the treasurer of Wallace International of Puerto Rico. Florence had come from the United States to give his speech and it was Randolph who picked Florence up at the airport, brought him to the plant, and took him back to the airport on the same day (February 22). Randolph was also present during the speech of Florence, which he indicated lasted 5 to 10 minutes. Randolph testified that they were concerned about ''rumors'' to the affect that the Company intended to move the plant to Puerto Rico, and that he discussed the same with Florence, who then decided to clear the record and make sure that everyone was aware that there were no intentions whatsoever of moving the plant. Randolph also testified that during his speech, Florence indicated that the Company had received offers from Mexico and Costa Rica to relocate the plant in those countries, but that these offers had been refused and ''never negotiated.'' Randolph added that Florence also told to the employees of plans to bring in new operations and new skills to the Puerto Rico plant. Employee Aracelis Vasquez acted as the translator during the Florence speech. Vasquez characterized the speech as a talk to the employees during a short meeting. Vasquez testified that Florence, in his talk, mentioned that there were some rumors that if the Union won the election, he would move the plant somewhere else, and Florence stated that such a rumor was ''false'' although the Company had been approached by other companies in Mexico and Costa Rica, but that there was no possibility that the plant would be moved. Vasquez also indicated that Florence told employees of plans for expanding operations in Puerto Rico.

As indicated earlier, no speech or threat was made on the day of the election, February 24. Although for some unknown reason, employee Rivera felt intimidated by the Florence speech, there is no other evidence of any such feelings from any other witness in the case. The speech was attended by approximately 140 employees. On the contrary, I find that Florence did not in fact threaten employees with either discharge or transfer of plant operations outside of Puerto Rico, and thus I shall recommend that the portion of Objection 1 which alleges such threats be dismissed.

CONCLUSIONS OF LAW

1. The Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. The Respondent, on December 12, 1992, created an impression among its employees that their union activities were under surveillance in violation of Section 8(a)(1) of the Act.

[14] The translator was Assistant Material Manager Aracelis Vasquez. At the time of the speech, Vasquez was the production and inventory clerk. She also testified in the case and her testimony will be summarized subsequently.

4. The Respondent, on December 12, 1992, threatened employees within unspecified reprisals and discharge because of their union support and activities in violation of Section 8(a)(1) of the Act.

5. The Respondent, on December 12, 1992, promised its employees a wage increase to induce them to refrain from engaging in union activities in violation of Section 8(a)(1) of the Act.

6. The Respondent, on December 14, 1992, offered a better paying job to employees in order to induce them to refrain from engaging in union activities in violation of Section 8(a)(1) of the Act.

7. The Respondent has not otherwise violated the Act as alleged in the complaint or objections filed herein.

8. The above actions of the Respondent found to be in violation of Section 8(a)(1) of the Act affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has committed unfair labor practices in violation of Section 8(a)(1) of the Act, I will recommend that it be ordered to cease and desist therefrom, to post an appropriate notice, and to take other appropriate actions. I shall also recommend that the election held in Case 24–RC–7529 be set aside, and a new election held when the Regional Director deems that the circumstances permit a free choice of a bargaining representative.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[15]

ORDER

The Respondent, Wallace International of Puerto Rico, Inc. and International Silver of Puerto Rico, Inc., San German, Puerto Rico, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Creating an impression among its employees that their union activities are under surveillance.

(b) Threatening employees with unspecified reprisals and discharge because of their union support and activities.

(c) Promising employees a wage increase to induce them to refrain from engaging in union activities.

(d) Offering better paying jobs to employees in order to induce them to refrain from union activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Post at its plant and facility in San German, Puerto Rico, copies of the attached notice marked ''Appendix.''[16] Copies of said notice on forms provided by the Regional Director for Region 24 of the Board, after being signed by the Respondent's authorized representative, shall be posted by it immediately upon receipt thereof at and in all of its working areas most frequented by its employees, and shall be maintained by it for 60 consecutive days thereafter in said conspicuous places, to include all places where notices to employees are customarily posted. Reasonable steps shall be taken by it to ensure that said notices are not altered, defaced, or covered by other material.

(b) Notify the Regional Director within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that the election conducted on February 24, 1993, in Case 24–RC–7529 be set aside, and a new election be held at such time that the Regional Director for Region 24 of the Board decides that the circumstances permit the free choice of a bargaining representative.

[15] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[16] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT create an impression among our employees that their activities on behalf of Congreso de Uniones Industriales de Puerto Rico are under surveillance.

WE WILL NOT threaten our employees with unspecified reprisals and discharge because of their support and activities on behalf of the Union.

WE WILL NOT promise our employees a wage increase to induce them to refrain from engaging in activities in support of the Union.

WE WILL NOT offer a better paying job to employees in order to induce them to refrain from engaging in activities on behalf of the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce our employees in the exercise of rights guaranteed by Section 7 of the Act.

WALLACE INTERNATIONAL OF PUERTO RICO, INC. AND INTERNATIONAL SILVER OF PUERTO RICO, INC.